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conditions at their destination would render it impossible for them to obtain employment. *Held*, that this is an improper ground of exclusion. *Gegiow v. Uhl*, 238 U. S. 620.

It is clear that the decision of a Commissioner of Immigration as to questions of fact is final, subject only to an appeal to the Secretary of Labor. *Lee Lung v. Patterson*, 186 U. S. 168; *Zakonaile v. Wolf*, 226 U. S. 272. It was on this ground that the lower court refused a writ of *habeas corpus* in the principal case. *Gegiow v. Uhl*, 211 Fed. 236, 215 Fed. 573. But immigration officials cannot finally adjudicate questions of law. Thus where the question is one of due process as to whether or not there has been a fair hearing the courts have a power of review. *Chin Yow v. United States*, 208 U. S. 8. Similarly, a finding that a citizen of Porto Rico is an alien within the meaning of the immigration laws is reviewable. *Gonzales v. Williams*, 192 U. S. 1. See 17 HARV. L. REV. 412. The question of statutory construction involved in the principal case falls within the same category. The court interpreted the statute as meaning that under the clause in question an immigrant could be excluded only because of some personal deficiency, and not because of an external state of facts over which he has no control. The decision is important as reversing a long-standing administrative interpretation of a clause of the Immigration Act under which more aliens are excluded than under all the others combined. See (1914) ANN. REPORT OF SECRETARY OF LABOR, 64.

BILLS AND NOTES — FORMAL REQUISITES — FICTITIOUS PAYEE: CHECK TO FICTITIOUS PAYEE DRAWN BY AGENT WITH NO AUTHORITY TO DRAW CHECKS PAYABLE TO BEARER. — The United States deposited funds in the defendant bank to be drawn on by a government agent for his authorized expenses, but only by checks in favor of the party by name, to whom payment was to be made. The agent drew checks payable to fictitious payees, and indorsed them in their names. The defendant bank cashed these checks. The agent used part of the proceeds to pay his authorized expenses and misappropriated the remainder. The government sued the defendant bank for the amount of the checks. *Held*, that it may recover the full amount. *National Bank of Commerce v. United States*, 224 Fed. 679 (C. C. A., 9th Circ.).

A bank, regardless of due care, can charge a depositor only with disbursements made on his order and in conformity with the words of the instrument. *Mechanics' National Bank v. Harter*, 63 N. J. L. 578, 44 Atl. 715; *Winslow v. Everett National Bank*, 171 Mass. 534, 51 N. E. 16. See 22 HARV. L. REV. 605. Again, one who deals with a government agent is charged with notice of all the limitations on the agent's authority. *The Floyd Acceptances*, 7 Wall. (U. S.) 666. But an agent acting within his authority can bind his principal regardless of his intent, if the third party acts in good faith. *North River Bank v. Aymar*, 3 Hill (N. Y.) 262. Still in the principal case, if the checks were payable to bearer, they were outside the agent's authority, and so did not bind the government. Both at common law and under the Negotiable Instruments Law, an instrument payable to a fictitious payee is in legal effect payable to bearer. *Minet v. Gibson*, 1 H. Bl. 569; *Foster v. Shattuck*, 2 N. H. 446. See BRANNAN, NEGOTIABLE INSTRUMENTS LAW, 2 ed., 12. See 22 HARV. L. REV. 141. But on principle the instrument is payable to the order of the drawer or maker under the fictitious name, and his indorsement passes a good title. See 7 HARV. L. REV. 494. Under this view the bank here would escape liability. And even though the checks were outside the agent's authority, the bank should not be liable for the amount that the government drew out and retained, for a principal by retaining the benefits of his agent's unauthorized act after learning all the facts, thereby ratifies the transaction. *Reid v. Rigby & Co.*, [1894] 2 Q. B. 40; *First National Bank of Las Vegas v. Oberne*, 121 Ill. 25, 7 N. E. 85. *Contra*, *Spooner v. Thompson*, 48 Vt. 259.